

TEXAS
COOPERATIVE WILDLAND FIRE MANAGEMENT and
STAFFORD ACT RESPONSE AGREEMENT
Between
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

REGION 8 – SOUTHERN REGION
USFS-R8 AGREEMENT #10-FI-11081300-001
specifically
NATIONAL FORESTS AND GRASSLANDS IN TEXAS, REGION 8
and

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE, SOUTHWEST REGION
FWS AGREEMENT #20181-A-J838
and
NATIONAL PARK SERVICE, INTERMOUNTAIN REGION
NPS AGREEMENT #F1249100008
and
BUREAU OF INDIAN AFFAIRS, SOUTHERN PLAINS REGION
BIA AGREEMENT #AGB00100007
and

STATE OF TEXAS
TEXAS PARKS AND WILDLIFE DEPARTMENT
TPWD AGREEMENT#217855

And

TEXAS FOREST SERVICE
TFS AGREEMENT #CO-10-265

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INTRODUCTION

Federal and State land and resource management agencies provide for public protection from wildfire, and other “all-risk” type incidents such as hurricanes, floods, and acts of terrorism. These organizations also have responsibilities to sustain diverse and productive ecosystems. These ecosystems provide cultural, scientific, biological and recreational needs for a diverse cross-section of Americans. In order to meet these responsibilities, agencies need to work together, and when possible, provide support to other agencies in their conservation efforts.

This Cooperative Wildland Fire Management and Stafford Act Response Agreement (hereinafter referred to as Agreement) is made and entered into by and between the USDA Forest Service, National Forests and grasslands in Texas, Region 8, USDA Forest Service Region 3 in Texas, US Fish and Wildlife Service Southwest Region, National Park Service Intermountain Region, Bureau of Indian Affairs Southern Plains Region, Texas Parks and Wildlife Department, and Texas Forest Service.

I AUTHORITIES

Federal

Granger Thye Act of April 24, 1950 as amended (16 U.S.C. Section 572 et seq.); May 27, 1955 (42 U.S.C. 1856 et seq.);
Taylor Grazing Act of June 28, 1934 as amended (43 U.S.C. 315 et seq.);
Reciprocal Fire Act of May 27, 1955/Reciprocal Fire Protection Agreements (42 U.S.C. 1856a-1856d);
Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701);
National Indian Forest Resources Management Act (25 U.S.C. 3101 et seq.);
Cooperative Forestry Assistance (16 U.S.C. 2104 et seq.);
National Park Service Organic Act as amended (16 U.S.C. 1 et seq.);
National Wildlife Refuge Administration Act of 1966 as amended (16 U.S.C. 668dd-668ee);
National Forest Management Act of 1976 as amended (16 U.S.C. 1600 et seq.);
Protection of Timber (16 USC 594 et seq.);
Cooperative Funds and Deposits Act of December 12, 1975 as amended (16 U.S.C. 565a1-a3); September 20, 1922 (16 USC 594); August 25, 1916 (16 U.S.C. 1b-1); June 28, 1934 (43 USC 315a); June 30, 1949 (41 U.S.C. 252);

Cooperative Funds Act of June 30, 1914 as amended (16 U.S.C. 498 et seq.);
Economy Act of June 30, 1932 as amended (31 U.S.C. 1535 et seq.);
Federal Property and Administrative Services Act of 1949 as amended (40 U.S.C. 101 et seq.; 40 U.S.C. 1315);
United States Fire Administration Reauthorization Act of 2008, (15 U.S.C.2201 et seq.);
Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 USC 5121 *et seq*);
Homeland Security Act of 2002 as amended (6 U.S.C. 101 et seq.);
Homeland Security Presidential Directive-5 (HSPD-5);
National Interagency Agreement for Fire Management, FS No. 97-SIA-004, Amendment No.1;

State

Texas Education Code, Sub-chapter B, Section 88.106
Texas Government Code Chapter 418

II PURPOSE

The purpose of this Agreement is to document the commitment of all signature parties to improve efficiency by facilitating the exchange of personnel, equipment, supplies, services, and funds. The signature parties agree to provide mutual support, cooperation and assistance for prescribed fire management; fire prevention; fire preparedness; and for emergency management and assistance on incidents such as wildfire, floods, and hurricanes. This Agreement also encourages technical support to be shared between the parties. It encourages each party to obtain equipment and appropriate personal safety items to ensure the safety of employees participating in interagency incident management efforts.

In addition to improving efficiency in addressing wildland and prescribed fire this agreement facilitates improved coordination regarding other incidents. The Nation's domestic incident management landscape changed dramatically following the terrorist attacks of September 11, 2001. Today's threat environment includes not only the traditional spectrum of manmade and natural hazards – wildland and urban fires, floods, oil spills, hazardous materials releases, transportation accidents, earthquakes, hurricanes, tornadoes, pandemics, designated special events requiring security, and disruptions to the Nation's energy and information technology infrastructure – but also the deadly and devastating terrorist arsenal of chemical, biological, radiological, nuclear and high-yield explosive weapons. Pre-planning through this agreement will enable better use of shared response to these types of situations.

The National Response Framework (NRF) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. These disasters also require a coordinated response by an appropriate combination of State and Tribal entities, along with the

Agencies. This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security or the Federal Emergency Management Agency in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

Words and phrases used herein may have different meaning or interpretations for different readers. To establish a common understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group web-page www.NWCG.gov or by direct link <http://www.nwcg.gov/pms/pubs/glossary/index.htm> and in the Glossary attached as Exhibit A.

1) Incorporation of exhibits into agreement

The following exhibits are hereby incorporated into the Agreement

- A Glossary of Terms for Cooperative Wildland Fire Management
- B Principal Contacts
- C Annual Operating Plan (AOP) Outline Guide
- D Reimbursable Billings and Payments
- E Supplemental Project Plan (Sample Form)
- F Supplemental Fire Suppression and Cost Share Agreement (sample form)
- G Use of and Reimbursement for Shared Resources in Stafford Act Response
- H Glossary of Terms for Stafford Act Response

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the statewide Annual Operating Plan. The latest revision of any Exhibit will automatically be incorporated into this Agreement after all Agencies approve the revisions without necessitating a formal modification as defined in Agreement Provision #50.

2) Acknowledgement of supplements to the Agreement

Supplements to this Agreement, AOPs, Supplemental Project Plans, and Supplemental Fire Suppression and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3) Hierarchy and precedence for agreements, exhibits, etc

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

1. This Agreement

2. AOP
3. Exhibits to this Agreement
4. Supplemental Project Plans

The Agencies to this Agreement are:

Texas Forest Service, a Member of the Texas A&M University System and an agency of the State of Texas; hereinafter referred to as TFS

Texas Parks and Wildlife Department, an Agency of the State of Texas; hereinafter referred to as TPWD

The United States Department of Agriculture Forest Service, Southwestern Region; Cibola National Forests and Grasslands and Lincoln National Forest in Texas, hereinafter referred to as "USFS R-3";

The United States Department of Agriculture Forest Service, Southern Region 8; National Forests & Grasslands in Texas, hereinafter referred to as "USFS R-8";

The United States Department of the Interior, National Park Service, Intermountain Region, hereinafter referred to as "NPS";

The United States Department of the Interior, Fish and Wildlife Service, Southwest Region, hereinafter referred to as "FWS";

The United States Department of the Interior, Bureau of Indian Affairs, Southern Plains Region, hereinafter referred to as "BIA";

USFS R-3, USFS R-8, NPS, FWS, and BIA, may hereinafter be jointly called the "Federal Agencies".

TFS and TPWD may hereinafter be jointly called the "State Agencies".

The Federal Agencies and the State Agencies; as signatory to this Agreement shall hereinafter be referred to as the "Agencies".

III RECITALS

1. Lands for which the State Agencies are responsible for wildland fire protection in Texas, and the lands for which the Federal Agencies are responsible, are intermingled or

adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other.

2. The State Agencies and the Federal Agencies both maintain fire protection and fire management organizations.
3. It is to the mutual advantage of the State Agencies and the Federal Agencies to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, use of wildland fire, non fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.
4. It is the intent that the State Agencies resources be available to assist in fire management activities on all Federal Agencies lands.
5. It is the intent that Federal Agency resources be available to assist in fire management activities on all state and private lands the State Agencies are responsible to protect.
6. It is to the benefit of all federal, state and local agencies to coordinate assistance and operations during Presidential/Stafford Act declared disasters under The National Response Framework (NRF). This Agreement documents the commitment of the Federal Agencies and the State Agencies to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

In consideration of the mutual commitments and conditions herein made, it is agreed as follows:

IV INTERAGENCY COOPERATION

7. **National Incident Management System:** The Agencies will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Agencies be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310) These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement
8. **Annual Operating Plans:** An annual operating plan(s) (AOP) will be developed jointly by the State Agencies and Federal Agencies and will tier to this Agreement (see

Exhibit C, Annual Operating Plan Outline Guide). Because the State of Texas is split between two Geographic Area Coordination Centers, there will be separate AOP's for each area.

9. Supplemental Project Plans: Supplemental Project Plans are plans developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost (See Exhibit E for a Supplemental Project Plan).

10. Interagency Coordination Center: The Agencies recognize the Texas Interagency Coordination Center (TICC) in Hudson as the common coordination center for Texas. Staffing, funding, and level of participation will be agreed to by the affected agencies and documented in AOP and/or appropriate mobilization guides.

a. Agencies recognize the Southern Area Coordination Center (SACC) in Atlanta, Georgia as the Geographic Area Coordination Center (GACC) for federal lands in Texas east of the 100th meridian.

b. Agencies recognize the Southwest Interagency Coordination Center (SWCC) in Albuquerque, New Mexico as the Geographic Area Coordination Center (GACC) for federal lands in Texas west of the 100th meridian.

The Agencies will coordinate fire management activities and resource movements through SACC (TICC), or SWCC, Alamogordo Interagency Dispatch Center (NM-ADC) and Albuquerque Interagency Dispatch Center (NM-ABC), as appropriate. Agencies are not precluded from independent movement of resources.

11. Interagency Resources: Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Agencies whenever appropriate and cost effective. Shared staffing and funding will be commensurate with each Agencies use of resources and will be agreed to and documented in local operating plans.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the annual operating plan.

Interagency incident management teams (IMTs) are managed by geographic area coordinating groups. Geographic area coordinating groups should establish operating plans for management of their IMTs.

12. Standards: It is the goal of the Agencies to achieve common standards within the agencies' best interests, recognizing differing agency missions and mandates. Each Agency to this Agreement recognizes that other Agencies' standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards.

V PREPAREDNESS

13. Definition of Responsibilities: The Agencies shall be distinguished as follows:

Jurisdictional Agency - The agency having overall land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

Protecting Agency - The agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract or agreement.

Supporting Agency – An agency providing suppression or other support and resource assistance to a protecting agency.

14. Protection Planning: Annually, before October 1, principal contacts from each agency will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Annual operating plans will document decisions. Plans should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures and other joint fire suppression efforts.

15. Protection Areas and Boundaries: Protection areas, as defined by boundaries, will be mapped and or described, and made a part of annual operating plans.

16. Methods of Fire Protection and Suppression: One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

A. Reciprocal (Mutual Aid) Fire Protection: As deemed appropriate, the Agencies may, by agreement in AOPs, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period, unless specifically stated by contract or agreement. The length of the mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the AOP. If the Protecting Agency does reimburse the Supporting Agency, cost will be calculated from the time of the initial dispatch.

B. Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request suppression resources of other agencies for its protection work. Such resources shall be paid for by the Protecting Agency. See applicable Exhibit item regarding Reimbursable Billings and Payments.

C. Exchange (Offset) Fire Protection: The Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to by the Agencies. Exchange zones will be documented in AOPs.

If an imbalance exists, the Protecting Agency with the surplus of acres will bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the parties.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance.

D. Contract (Fee Basis) Fire Protection: For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in AOPs.

17. Joint Projects and Project Plans: The Agencies may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, presuppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, or other appropriate written documents, referencing the appropriate authority. Documentation will include the objectives, role of each agency, and each agency's share of costs.

Supplemental project plans may be executed by Unit Administrators of Agencies and billed according to, Exhibit D, Reimbursable Billings and Payments, and Exhibit E, Supplemental Project Plan.

18. Fire Prevention: The Agencies agree to cooperate in the development and implementation of fire prevention programs. Unit Administrators will assure that fire prevention goals and activities are planned at local levels and are addressed in annual operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Agencies may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

19. Public Use Restrictions: Guidelines for implementing restrictions and closures shall be established in the AOP(s).

20. Burning Permits: Burning permit procedures, where applicable, will be included in AOP's. If authorized by State and Federal law, federal employees or their agents may be granted authority by the State to issue burn permits when it is determined to be in their mutual interest.

21. Prescribed Fire and Fuel Management: The Agencies agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazards.

The Agencies may provide assistance to each other as requested and agreed to for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented, through the procurement or supplemental project plan process (see Exhibit E, Supplemental Project Plan).

Any instrument processed under this clause shall be in accordance with each agency's applicable laws, regulations, and policy requirements.

22. Smoke Management: Within their authorities, the Agencies agree to cooperate in smoke management programs.

VI OPERATIONS

For Stafford Act responses, procedures and requirements established in the National Response Framework shall be utilized by Agencies to authorize and accomplish any required response or support tasks. Any agency requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any agency providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

23. Closest Forces Concept: The guiding principle for dispatch of initial attack suppression resources is to use the closest available resource regardless of which Agency the resources belong, and regardless of which agency has protection responsibility.

24. Fire Notifications: Each agency will promptly notify the appropriate Protecting Agency of fires burning on or threatening lands for which that agency has protection responsibility. Likewise, Protecting Agencies will promptly inform Jurisdictional Agencies whenever they take action on fires for which the Protecting Agency is

responsible. Fire reports will be sent to Jurisdictional Agencies within 30 days after a fire is declared out.

25. Boundary Line Fires: A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the Protecting Agencies on either side of the boundary. Neither agency will assume the other agency is aware of the fire or that the other agency will take action. Each agency will make every reasonable effort to communicate with the other concerning the fire. The most qualified individual of the Protecting Agency, arriving first on the fire, will act as Incident Commander. When Protecting Agencies have arrived, the agencies will mutually agree to the designation of an Incident Command organization.

26. Independent Action: Except as otherwise limited in annual operating plans, nothing herein shall prohibit any agency, on its own initiative, from going upon lands known to be protected by another agency to engage in suppression of wildfires, when such fires are a threat to lands that are that agency's protection responsibility. In such instances, the agency taking action will promptly notify the Protecting Agency. The Protecting Agency's actions will be commensurate with the Jurisdictional Agency's land management considerations, and subject to the laws and regulations of the Jurisdictional Agency.

27. Escaped Prescribed Fires: Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of the Agencies shall be the responsibility of the Jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the Jurisdictional Agency. The Agencies will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Agencies.

If the Agencies conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.

28. Use of Wildfire: Suppression costs resulting from the use of wildfire shall be the responsibility of the Jurisdictional Agency. Use of wildfire incidents that are adherent to the current policy, managed at the direction of, under the supervision of the Agencies to this Agreement shall be the responsibility of the Jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the Jurisdictional Agency. The Agencies to this Agreement will not hold each other responsible under this clause for wildfire managed for resource benefits originating on private land, or on state or federal lands not protected by one of the Agencies to this Agreement.

29. Wildfire Suppression: All fire suppression action conducted on lands of another Agency shall be consistent with that agency's fire management and suppression policy and the terms of this Agreement.

A “Land Management Considerations” section in the AOP, addressing resources and other management concerns, will be used by Unit Administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions in firefighting tactical techniques to an Incident Commander. All suppression costs with respect to application of special management considerations will be paid by the Protecting Agency.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency Representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The cost of these individuals shall be paid by the Jurisdictional Agency. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the delegation of authority.

30. Delegation of Authority: AOP’s will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for large incidents.

31. Preservation of Evidence: As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and Jurisdictional Agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected agencies will meet to determine an investigation process.

VII USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

The use and reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Exhibit G.

32. Appropriated Fund Limitation: Nothing herein shall be considered as obligating the Agencies to expend funds, or as involving the United States, the State of Texas, or other agencies in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.

33. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to fires. The Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.

34. Supplemental Fire Suppression and Cost Share Agreement: Whenever multiple jurisdictions are affected due to the placement of a fire, it is mandatory to develop and implement a Supplemental Fire Suppression and Cost Share Agreement. Acceptable forms of the cost share mix are limited to those listed in item #11 of Exhibit F, Supplemental Fire Suppression and Cost Share Agreement. Except as otherwise provided by Clauses 26 (Independent Action), and 42 (Billing Procedures), a Supplemental Fire Suppression and Cost Share Agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one Protecting Agency (see Clause 25, Boundary Line Fires, and Exhibit F, Supplemental Fire Suppression and Cost Share Agreement).

A Supplemental Fire Suppression and Cost Share Agreement, in order to document cost sharing, may be used for temporary support functions or facilities established during periods of high fire danger or activity.

35. Procurement: At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.

36. Loaned Equipment and Supplies: Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that agency, and shall be returned in the same condition as when received, reasonable wear and tear excepted. As determined by the loaning agency, the receiving agency will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.

37. Licensing: Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the Agencies may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving will be for official purposes only.

38. Training: The Agencies will cooperate to assure that training is provided that will produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training.

39. Communication Systems: The Agencies may mutually agree to allow one another the use of communications systems such as radio frequencies, and other systems/devices as agreed on and stated in the AOP for the two geographic areas that exist in Texas. Such agreement shall be approved only by agency authorized personnel.

40. Fire Weather Systems: The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems. The Agencies will jointly evaluate and agree to any deletions or

additions to the system. National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system.

41. Aviation Operations: The Agencies agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. Direction provided in the “Red Book” Interagency *Standards for Fire and Fire Aviation Operations* and Safety Plan and the *Texas Forest Service Aviation Management Plan* will be followed as dictated by agency policy.

42. Billing Procedures: Specifics are detailed in Exhibit D, Reimbursable Billings and Payments.

43. Cost Recovery: Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any agency may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the agency taking reciprocal action.

VIII GENERAL PROVISIONS

44. Personnel Policy: Employees of the Agencies shall be subject to the personnel rules, laws and regulations of their respective Agencies, unless they are employed temporarily by another agency and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency’s personnel laws and regulations.

45. Nondiscrimination: The Cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

46. Mutual Sharing of Information: Subject to applicable state and federal rules and regulations, including the Privacy Act, the Agencies may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as agencies consider necessary in connection with the Agreement.

47. Accident Investigations: When an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall immediately notify the Jurisdictional and Supporting Agencies. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected agencies, as appropriate.

48. Purchaser, Contractor, Operator, Permittee, Etc., Fires: The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. The affected agencies will meet to determine a cost recovery process as outlined in Clause 43.

49. Waiver: It is mutually agreed that the Agencies shall each be responsible for their own losses arising out of the performance of this Agreement and each agency hereby waives, to the extent allowed by law, any claim against any other agency for any loss, damage, personal injury, or death of the agency, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the Protecting Agency.

The Stafford Act shall govern liability issues arising with regard to response actions under that Act.

50. Modifications: Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by the Agencies, prior to any changes being performed. No agency is obligated to fund any changes not properly approved in advance.

51. Review Cycle: If deemed necessary, representatives of the Agencies will meet and review matters of mutual concern. AOP's will be reviewed annually.

52. Duration of Agreement: The term of this Agreement shall commence on the date the last agency signs below and shall remain in effect for five years from that date.
EXPIRATION DATE: Date starts at 5 years from the last signature.

All agencies shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to the other agencies.

53. Agreement Superseded: This Agreement supersedes the Cooperative Wildland Fire Management and Stafford Act Response Agreement dated August 7, 2007, by and between the United States Department of Agriculture Forest Service and the Texas Forest Service.

Existing agreements and operating plans remain in effect to the extent that they do not conflict with the provisions of the Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated unto AOPs provided for under this Agreement, and not later than six months from the date of the last signature.

54. Authorized Representatives: By signature below, all signatories to this Agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the Agencies hereto have executed this Texas Cooperative Wildland Fire Management and Stafford Act Agreement as of the last date written below.

USDA FOREST SERVICE
SOUTHERN REGION 8
NATIONAL FORESTS & GRASSLANDS IN TEXAS



LINDA C. BRETT
Forest Supervisor

Date: 5/10/2010

The authority and format of this instrument has been reviewed and approved for signature.



VICKI R. TAYLOR
FS Agreements Specialist

5/10/2010
DATE

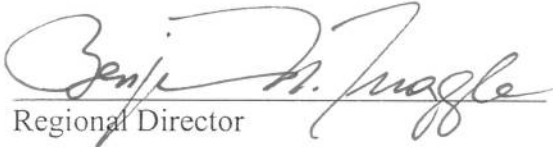
Agreement Number 10-FI-11081300-001

DUNS Number: 929332484

IN WITNESS WHEREOF, the Agencies hereto have executed this Texas Cooperative Wildland Fire Management and Stafford Act Agreement as of the last date written below.

IN WITNESS WHEREOF, the Agencies hereto have executed this Texas Cooperative
Wildland Fire Management and Stafford Act Agreement as of the last date written below.

DOI U.S. FISH AND WILDLIFE SERVICE,
SOUTHWEST REGION


Regional Director

Date: 6/30/10


Contracting Officer

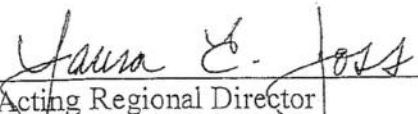
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Agreement Number: 20181-A-J838

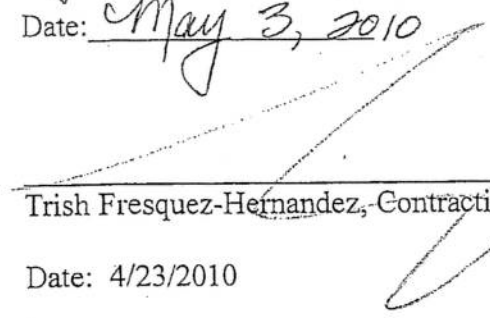
DUNS Number: 151157950

IN WITNESS WHEREOF, the Agencies hereto have executed this Texas Cooperative
Wildland Fire Management and Stafford Act Agreement as of the last date written below.

DOI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION


Acting Regional Director

Date: May 3, 2010


Trish Fresquez-Hernandez, Contracting Officer

Date: 4/23/2010

Agreement Number: F1249100008

DUNS Number: 103630625

IN WITNESS WHEREOF, the Agencies hereto have executed this Texas Cooperative Wildland Fire Management and Stafford Act Agreement as of the last date written below.

DOI BUREAU OF INDIAN AFFAIRS
SOUTHERN PLAINS REGION

Acting Jerry B...
Regional Director

Date: 5-4-10

Joelyn Littlechief
Contracting Officer

Date: 5/4/10

Agreement Number: AGB00100007

DUNS Number: 079978342

JOCELYN LITTLECHIEF
Contracting Officer
#1420-0534-0810

IN WITNESS WHEREOF, the Agencies hereto have executed this Texas Cooperative Wildland Fire Management and Stafford Act Agreement as of the last date written below.

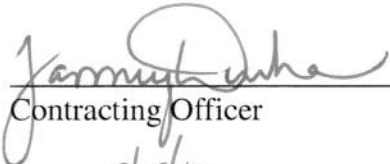
TEXAS PARKS AND WILDLIFE DEPARTMENT

An Agency of the State of Texas



Director of Texas Parks and Wildlife Department

Date: 4 May 2010



Contracting Officer

Date: 5/5/10

Agreement Number: 217855

DUNS Number: 806782256

IN WITNESS WHEREOF, the Agencies hereto have executed this Texas Cooperative Wildland Fire Management and Stafford Act Agreement as of the last date written below.

TEXAS FOREST SERVICE
A Member of the Texas A&M University System
and an agency of the State of Texas



Director and State Forester

Date: 5-11-10

Agreement Number: CO-10-265

DUNS Number: 155939002

GLOSSARY OF TERMS

EXHIBIT A

Administrative Charges: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Agency Administrator: Agency officials who are signatory to this Agreement, as follows: Texas Forest Service – Director and State Forester; Texas Parks and Wildlife Department, Director; Bureau of Land Management, State Director; USDA Forest Service, Regional Forester; Bureau of Indian Affairs, Regional Director; National Park Service, Regional Director; US Fish & Wildlife Service, Regional Director.

Agency Representative: A person assigned by the Agency Administrator of the Federal Agency or the State who has been delegated authority to make decisions affecting that agency's participation in incident management activities following appropriate consultation with the leadership of that agency.

Annual Operating Plan: An annual plan generated at the statewide, zone, or local level, authorized by the appropriate officials, used for implementing the terms of the Cooperative Fire Management and Stafford Act Response Agreement for their respective areas of responsibilities.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Boundary Fire: This includes (i) a fire burning jointly on lands of more than one party and the boundary line is known, (ii) where the fire location is known, but the protection boundary on the ground is uncertain, or (iii) where the location of a reported fire is uncertain in relation to the protection boundary.

Once the exact location of the fire is determined in relation to the protection boundary, it ceases to be a boundary fire unless falling into category (i) above.

Catastrophic Incident: Any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to State, local, tribal, and private-sector authorities in the impacted area; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Closest Forces Concept: Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

Contract (Fee Basis) Fire Protection: Where one Agency assumes fire protection responsibilities on lands under the jurisdiction of another for an agreed upon fee.

Cost Share Agreement: A document prepared between Agencies to share costs on a multi-jurisdictional incident or an incident that burns across boundaries of direct protection areas of the Agencies.

Cyber: Pertaining to computers and their support systems, such as servers, routers, and switches that support critical infrastructure.

Direct Costs: All costs associated with direct incident operations and incident support ordered by or for the incident. Excludes Overhead Costs.

Direct Protection Area: That area which, by law or identified/authorized pursuant to the terms of this Agreement, is provided wildland fire protection by an Agency. This may include land protected under exchange or payment for protection.

Disaster: See **Major Disaster**.

Emergency: As defined by the Stafford Act, an emergency is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

Emergency Support Function (ESF): Used by the Federal Government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories of resources and provide strategic objectives for their

use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

ESF Primary Agency: A Federal Agency designated as an Emergency Support Function primary agency serves as a Federal executive agency under the Federal Coordinating Officer (FCO) to accomplish the ESF Mission.

Equipment: Equipment includes both accountable and durable property. Equipment does not include consumable goods and/or supplies. See the Interagency Incident Business Management Handbook, Chapter 30, for further definitions of accountable, durable, and consumable goods.

Escaped Fire: A fire that has exceeded, or is anticipated to exceed pre-planned initial attack capabilities or fire management direction.

Exchange Fire Protection: When two Agencies exchange fire protection responsibilities with one another on lands under their jurisdiction.

Federal: Of or pertaining to the Federal Government of the United States of America.

Federal Excess Personal Property: Federally owned personal property and equipment excess to a Federal Agency's needs that can be loaned to the State or rural fire departments for use in fire management activities.

Fee Basis Acquisition of Services: One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

Fire Management Activities: Any or all activities that relate to managing wildland fire or natural fuels on lands under the jurisdiction of any party to this Agreement. Activities include but are not limited to: planning, prevention, detection, training, suppression of wildland fires, and planning and conducting fuels management activities.

First Responder: Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers, as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response, and recovery operations. First responders may include personnel from Federal, State, local, tribal, or nongovernmental organizations.

Jurisdictional Agency: The Agency that has overall land and resource management and/or protection responsibility as provided by Federal or State law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

Geographic Area Coordination Center (GACC): The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

Incident Command System (ICS): A standardized on scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

Incident Mitigation: Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

Incident of National Significance: Based on criteria established in HSPD-5 (paragraph 4), an actual or potential high-impact event that requires a coordinated and effective response by and appropriate combination of Federal, State, local, tribal, nongovernmental, and/or private-sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Response: Resources initially committed to an incident.

In-Kind Donations: Donations other than cash (usually materials or professional services) for disaster survivors.

Indirect Cost: A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Operating Plan, Supplemental Project Plan, or Supplemental Fire Suppression and Cost Share Agreement.

Initial Attack Period: The first operational period (not to exceed 24 hours), or as specified by written local agreement.

Initial Attack Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident in accordance with a pre-existing AOP or mobilization guide.

Interagency: Involvement of two or more agencies to this Agreement.

Jurisdictional Agency: The Agency that has overall land and resource management and/or protection responsibility as provided by Federal or State law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

Local or Unit Agency Administrator: Field unit Agency officials who have jurisdictional responsibilities for Agency lands. Agency officials who are signatory to zone and local AOPs.

Local Government: Any county, municipality, city, town, township, public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; any Indian tribal government or authorized tribal organization; and any rural community, unincorporated town or village, or other public entity.

Local Government Fire Forces: Local Government Fire Forces include: (1) county or municipal (e.g. town or city) equipment and personnel, (2) volunteer and paid personnel, from fire service organization(s), and (3) county and fire service organization equipment and apparatus.

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mission Assignment: The mechanism used to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations—Federal, State, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Move-Up and Cover: Identifies a relocation of incident resources from their established location to a temporary location to provide protection coverage for an initial attack response area.

Multijurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual Aid: Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources that have been determined to be appropriate and which are preplanned and shown in AOPs or mobilization guides.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and policy.

National Incident Management System (NIMS): A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local, and tribal governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multi agency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

Natural Resources: Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and water. Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems. Land means soil, surface and subsurface minerals, and other terrestrial features.

Nongovernmental Organization (NGO): A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Offset: Exchange of fire management services in specific locations that is anticipated to be approximately equal value between Agencies.

Operating Plan – Geographic Area: A plan which will include all Geographic Area considerations. This will be developed at the Geographic Area level and approved by the Coordinating Group member agencies.

Operating Plan - Statewide: A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, state and local Coordinating Group member agencies.

Operating Plan – Local Sub-geographic Area: A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.

Overhead Costs: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Overlapping Protection: Areas where local government fire protection overlaps federal or state protection areas.

Party: Entities that are signatory to this Agreement.

Planned Ignitions: A fire ignited by management actions to meet specific objectives. A written approved plan must exist and all Agency requirements must be met, prior to ignition.

Preparedness: Tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from fire occurrence and domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources. Preparedness for fire occurrences include activities in advance of fire occurrence to ensure effective suppression action. Includes training and placement of personnel, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with other Agencies.

Prescribed Fire: Any fire ignited by management actions to meet specific objectives.

Prevention: Activities directed at reducing the number of person caused fires, including public education, law enforcement, engineering, dissemination of information, and reduction of hazards.

Prevention: Actions taken to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions taken to protect lives and property. It involves

applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure, including for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

Procurement Documents: Agency specific financial obligation documents.

Protecting Agency: The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, or agreement. The Protecting Agency may or may not be the Jurisdictional Agency.

Protection: The actions taken to limit the adverse environmental, social, political, and economical effects of fire.

Protection Area: The area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided wildland fire protection by local forces, the State, or by a Federal Agency. This may include lands protected under exchange or payment for protection.

Protection Area Maps: Official maps which identify areas of direct incident protection responsibility for each Agency.

Protection Boundaries: Mutually agreed upon boundaries delineated on maps, or otherwise described identifying areas of direct incident protection.

Protection Area Maps: Official maps of the annual operating plans.

Public Health: Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

Reciprocal Fire Suppression: Reciprocal fire suppression is the act of helping the protecting Agency, at no cost for the first operational period (not to exceed 24 hours) or as specified by written agreement, to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a

wildfire, regardless of the protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through the AOP's. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

Recovery: The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Reimbursable Assistance (Assistance by Hire): Those fire suppression and incident response resources supplied in support of the Protecting Agency and which are paid for by the Protecting Agency.

Reimbursable Costs: All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.
- Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
- Operating expenses for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, and retardant and other fire chemical costs.
- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs will be applied on joint state and federal non-suppression projects.

Resources: Personnel, equipment, aircraft, services and supplies available for assignment to incidents. Personnel and equipment are described by kind and type, e.g., ground, water, air, etc., and may be used in tactical, support or overhead capacities for an incident.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

State: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States.

Strategic: Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Structure Fire Protection: Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishments of spot fires near or on the structure.

Structure Fire Suppression: Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training.

Sub-Object Class Code: Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

Supplemental Fire Suppression and Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident (see Exhibit F).

Supporting Agency: An agency providing suppression or other support and resource assistance to a protecting agency.

Suppression: All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

Telecommunications: The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic, or optical means. Telecommunications includes all aspects of transmitting information.

Terrorism: Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Third Party: A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.

Threat: An indication of possible violence, harm, or danger.

Transportation Management: Transportation prioritizing, ordering, sourcing, and acquisition; time phasing plans; fleet management; and movement coordination and tracking.

Tribe: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction; or when incidents cross agency jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

Unit Administrator: The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, Project Leader for Fish and Wildlife Service, or Director and State Forester for the State of Texas.

United States: The term “United States,” when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern

Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States.

Volunteer: Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed.

Weapon of Mass Destruction (WMD): As defined in Title 18 U.S.C. § 2332a: (1) any destructive device defined in 18 U.S.C. 921, including any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

Wildfire: An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out.

Wildland Fire: Any non-structure fire, that occurs in the wildland. Two distinct types of wildland fire have been defined and include **wildfire** and **prescribed fire**.

PRINCIPAL CONTACTS
EXHIBIT B

G. PRINCIPAL PROJECT CONTACTS. The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

1. U.S. Fish and Wildlife Service
Loren DeRosear
Regional Fire Management Coordinator
P.O. Box 1306
Albuquerque, NM 87103
505-248-6848
2. National Park Service
Brent Woffinden
Deputy Regional Fire Management Officer
P.O. Box 728
Santa Fe, NM 87504
505-988-6018
3. Texas Forest Service
Mark Stanford
301 Tarrow, Suite 304
College Station, TX 77840
979-458-6507
4. U.S. Forest Service, Region 8
Kent Evans
Operations Team Leader
415 South First Street, Suite 110
Lufkin, TX 75901
936-639-8512
5. U.S. Forest Service, Region 3
Ginger Brudevold-Black
Assistant Director, Planning, Budget, and Cooperative Fire
333 Broadway SE
Albuquerque, NM 87102
505-842-3352
6. Texas Parks and Wildlife Department
Jeff Sparks
State Parks Wildland Fire Program Manager
12016 FM 848
Tyler TX 75707
903-566-5698

7. Bureau of Indian Affairs, Southern Plains Regional Office
Mark E. Sahmaunt, Forester
P.O. Box 368
Anadarko, OK 73007
405- 247-1587

Note: See the Annual Operating Plan for a list of the Principal Contacts

ANNUAL OPERATING PLAN (AOP) OUTLINE GUIDE

EXHIBIT C

PREAMBLE

This operating plan is prepared pursuant to the Cooperative Wildland Fire Management and Stafford Act Response Agreement signed and dated ____.

This operating plan supersedes:
(List applicable local agreements and Operating Plans.)

INTERAGENCY COOPERATION

Interagency Dispatch Centers: Specify staffing, funding and level of participation agreed to.

Interagency Resources: Identify funding and staffing of joint resources commensurate with each Agency's use.

PREPAREDNESS

Protection Planning: Determine and document efficiencies from acquisition of protection services and reciprocal assistance. Include preparedness plan.

Protection Areas and Boundaries: Identify areas (map and/or describe).

Reciprocal Fire Assistance: Document reciprocal initial attack zones. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.

Acquisition of Services: Identify areas for reimbursable, offset or fee basis services. Method used to establish fee or rate of exchange. Terms and conditions. Work to be done by protecting Agency and its responsibilities.

Joint Projects and Project Plans: Document joint cooperative projects including objectives, role of each Agency, and financial plan.

Fire Prevention Policies: Identify goals, activities, resources and cost sharing.

Public Use Restrictions: Implementation procedures.

Burning Permit Procedures: Include state of county specific procedures.

Prescribed Fire and Fuels Management: Include notification procedures.

Smoke Management: Include state procedures .

OPERATIONS

Fire Notifications: Specify notification procedures.

Boundary Line Fires: Specify notification procedures.

Independent Action on Lands Protected by Another Agency: Discuss any special land management considerations that affect independent action initial attack. Describe areas, if any, where there are exceptions to this clause and state reasons.

Land Management Considerations: Identify areas where there are special suppression considerations and describe.

Delegation of Authority: Describe procedures (delegation of authority, etc.) that local Unit Administrators will use to inform Incident Commanders.

Resource Advisors: Jurisdictional agency representative

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Training: Identify training needs, schedules, billing arrangements, agreed to sharing of resources. Refer to Clause 17 (Joint Projects and Project Plans) regarding needed project plans.

Communication Systems: Identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Agencies.

Fire Weather Systems: Specify maintenance, use and management, if any.

Aviation Operations: Identify and document any local aviation agreements.

Excess Property: If applicable

Financial Plan: If applicable

Billing Procedures:

Fire Suppression Billings: List jurisdictional unit. Provide as a minimum on each invoice/bill:

- Cooperator name, address, phone number, and agency financial contact,
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing,
- Location and jurisdictional unit
- Appropriate incident number (State code or Forest Service P-code/override)
- Summary cost data for the amount being billed. Use incident generated cost information or standard generated cost reports generated by the Agency to support the billing whenever possible.

Generally cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured. If available, also include a list of resource unit numbers or Agency equivalent covered by the billing.

Electronic Funds Transfer (EFT): Texas shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, the State shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

Fee Basis Protection Billings: Identify billing procedures for fee basis.

Billing address

Specify indirect cost rate.

Third Party Cost Recovery: Procedures for determining a cost recovery process will be in the Statewide Operating Plan. Investigation process is determined locally.

Principal Contacts: Contact information for Agency Administrators, Agency Representatives and Administrative Contacts.

SIGNATURES

Agency Administrator

Agency

Date: _____

Agency Administrator

Agency

Date: _____

REIMBURSABLE BILLINGS AND PAYMENTS

EXHIBIT D

A) Suppression Billings

1. **Federal Billings:** Federal Agencies will not bill each other for fire suppression support. The Federal Agencies will submit bills for their reimbursable costs to the State Agency that is the Protecting Agency when billing is appropriate.
2. **State or Association Billings:** When the State Agency is the Supporting Agency and the fire is within the State, the State will bill the Protecting Agency for reimbursable costs when a billing is appropriate. Anytime the State responds to a Federal Agency fire outside of Texas, the State will bill all applicable costs to the Forest Service. Annual operating plans will include billing location information.
3. **Billing Estimates and Time Frames:** Each Agency will notify the respective administrative headquarters of any reimbursable claims that they intend to make and will strive to provide an estimate of the amount involved within 60 days in each reimbursable action. Absent a written extension of time granted by the reimbursing agency, the final itemized claim should be submitted to the reimbursing agency within 270 days of the suppression action.

B) Electronic Funds Transfer (EFT):

The State shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution, or
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check, or
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, the State shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

C) Billing Content:

Bills will contain, at a minimum

- Cooperator name, address, phone number and agency financial contact
- Invoice or bill number
- Agreement number
- Inclusive dates
- Name of incident and incident number
- Location and jurisdictional unit
- State and Federal job code
- Summary cost reports generated by the Agency to support the billing, including applicable cost share agreements. (See Exhibit C, Annual Operating Plan Outline Guide, for suggested additional details.)

Cost source documents will not be required unless summary cost data is disputed or another agency requires source documents (i.e.FEMA). Summary cost data will include, but not limited to, a list of personnel expenses including base, overtime, and travel and a listing by vendor name and amount spent for supplies and services procured. Billings for fire suppression assistance may include reimbursable costs (see Exhibit A, Glossary), but will not be assessed indirect cost rates. Federal Agencies will not bill each other for indirect costs for preparedness activities.

D) Payment Due

Whenever this Agreement provides for billing, the agency receiving the bill has an obligation to pay in accordance with the terms of this Agreement. All bills will be paid in accordance with the paying Agency's prompt payment procedures, except as allowed in Section 32 of this Agreement. (Note: Exceptions will be allowed when the State Legislature is out of session and funding cannot be approved until the next session.)

1. **Contested Billings:** Written notice that a bill is contested will be mailed to the billing Agency within 60 days of issuance of the final bill and will fully explain the contested items. Contested items will be resolved not later than 60 days following receipt of the written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

2. **Obligations:** For year end obligation purposes, the Federal Agencies will submit unpaid obligation figures to the State by September 1. The State will submit unpaid obligation figures to the Forest Service by September 1 for the current billing year. All obligations will be submitted by incident name, date, incident number and federal job code and override code.

E) Fee Basis Acquisition of Services:

Annual Statewide or local operating plans and procurement documents will establish billing procedures for Fee Basis Protection Services. An indirect cost rate will not be assessed.

F) Non-Suppression (e.g., Fuels Treatment) Billings:

The Agencies to this Agreement may bill for activities not related to fire suppression within their authorities. For example, within existing legal authorities, this may include reimbursement to states for expenses incurred in accepting dispatches in response to non-wildfire emergencies. Billing arrangements for such activities will be documented on procurement documents or supplemental project plans (see Exhibit E) and an indirect cost rate will be assessed. Provisions described above also apply to these billings. Billings will outline services performed and include a copy of, or reference, the applicable operating plan.

G) Third Party Payments: NOTE R3 FS CAN'T USE THIS CLAUSE.

Third parties may be utilized for fire management services by the Agencies to this Agreement, when agreed to by the affected agencies. Resource orders for third parties' personnel and equipment will be made through and tracked by the parent state. To receive payment for services rendered, the third party will submit all billing invoices to their parent state. Each invoice shall contain a "remit to address" and a "tax ID" number. All third party invoices will be sent to the parent state within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the State. For federal fire management services, the third party shall comply with the above stated billing requirements. The State, after ensuring that

the conditions of the local agreement have been complied with, will submit the invoice to the appropriate federal agency and request that payment is made directly to the third party. Upon receipt of the invoice from the state, the federal agency may make payment as requested.

SUPPLEMENTAL PROJECT PLAN (Sample Form)

EXHIBIT E

**SUPPLEMENTAL PROJECT NUMBER _____
TO COOPERATIVE WILDLAND FIRE MANAGEMENT
AND STAFFORD ACT RESPONSE AGREEMENT**

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

Refer to Authorities in Cooperative Agreement for Texas Interagency Wildland Fire Management.

II. SCOPE AND DURATION

The description of this project is to _____. It is anticipated that this project will begin _____ and will end _____.

III. PRINCIPAL CONTACTS

Principal contacts for each Agency for the administration of the project are:

Name
Address
Telephone
FAX

IV. DETAILED PROJECT DESCRIPTION

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.

VII. FINANCIAL PLAN

List which Agency is reimbursing the other and detail items to be reimbursed. If this is a Cost Share Supplemental Project Plan, list all Agencies, contributions, cash, non-cash, and in-kind. Include: salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged. Reimbursement shall be made only for actual expenses incurred, not to exceed the estimated total reimbursement. Itemized documentation in support of all expenses is required.

VIII. SIGNATURES

Agency Administrator

Date

Agency

Agency Administrator

Date

Agency

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

EXHIBIT F

INSTRUCTIONS

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Cooperative Wildland Fire Management and Stafford Act Response Agreement exist between the State and the Federal Agencies. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in the local annual operating plan. Other cooperative agreements exist between fire management agencies that authorize fire management services between Agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Agencies involved in fire suppression operations, and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:

UNIFIED COMMAND – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

SINGLE COMMAND STRUCTURE – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
8. List the agencies involved and the geographic responsibility of each.

9. List the Agency responsible for structural protection, and any pertinent control information or contacts.
10. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
11. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
 - A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
 - D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
 - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.
- Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).

12. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
13. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

EXHIBIT F

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement between the Agencies listed.

1. Fire Name: _____ Origin Date _____ Time _____
2. Origin: Township _____ Range _____ Section _____
3. Estimated Size _____ Acres at the time of this agreement.
4. Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
5. This agreement becomes effective on: _____
_____ at _____ and remains in effect until amended or terminated.
6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator Rep	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations: _____

8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

9. The Agency responsible for structural protection will be: _____

10. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

12. Other conditions relative to this agreement (Notifications, incident information, etc):

13.

_____ Agency	_____ Agency	_____ Agency	_____ Agency
_____ Signature	_____ Signature	_____ Signature	_____ Signature
_____ Title/Date	_____ Title/Date	_____ Title/Date	_____ Title/Date
List of Attachments (if any): _____/_____/_____			

USE OF AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT RESPONSE

EXHIBIT G

1. Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment.

Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment- requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasking agency for forwarding to FEMA for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

3. State/Tribe Reimbursement Process: State/Tribe Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel and per diem of State/Tribal personnel.
- b) Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.

- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

4. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

5. Procurement: The State receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

6. Loaned Equipment: Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures

A. Incident Billings:

1. When the State is the supporting agency and the incident is within Texas, the State will bill the jurisdictional Federal Agency. When the State is the supporting agency and the incident is outside Texas' *jurisdiction*, the State submits its billing to the Primary Federal Agency.
2. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
3. **Billing Estimates/Timeframes:** On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligation figures to the State by *(to be determined by individual State/Tribe fiscal year)*. The State will submit unpaid obligation figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

4. **Billing Content:** Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for State incident assistance may include administrative overhead, not to exceed the predetermined State indirect cost rate negotiated annually with the appropriate Federal Agency for Texas (OMB Circular A-87).

8. Billing Addresses

All bills for services provided to the Texas State Forestry will be mailed to the following address for payment:

Gary Laco
Texas Forest Service
Fire Administration Dept.
2127 S. First St.
Lufkin, TX 75901
Phone: 936-639-8101
Fax: 936-639-8138

All bills for services provided to the Texas Parks and Wildlife Department will be mailed to the following address for payment:

Tammy Dunham, Contract Specialist
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744
(512)389-4752

All bills for services provided to the Forest Service Southern Region 8 will be mailed to the following address:

Attn: Incident Business Center
USDA Forest Service- Albuquerque Service Center
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: 866-816-9532

All bills for services provided to the Forest Service Southwestern Region will be mailed to the following address:

Attn: Incident Business Center
USDA Forest Service- Albuquerque Service Center
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: 866-816-9532

All bills for services provided to the Department of the Interior/FWS Southwestern Region 2 will be mailed to:

Attn: Regional Fire Management Coordinator
USDI US Fish and Wildlife Service
Southwestern Regional Office
PO Box 1306
Albuquerque, NM 87103

All bills for services provided to the Department of the Interior/NPS Intermountain Region will be mailed to:

Kymerly Amar
Budget Analyst - NPS IMR
P.O. Box 25287 Denver, CO 80225
303 969 2948

All bills for services provided to the Department of the Interior/BIA Southern Plains Region, Texas Reservations will be mailed to:

Jocelyn Littlechief, Contracting Officer
BIA Southern Plains Regional Office
P.O. Box 368
Anadarko, OK 73007
(405) 247-1527

9. **Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.
10. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
11. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

